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DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-189409

DATE: April 17, 1978

MATTER OF: Armada, Inc. - Reconsideration

DIGEST:

A bid is not unresponsive for failing to physically include all of the bid package so long as the material provisions are incorporated by reference. The provisions to be incorporated need not be individually identified except in those circumstances where the bid creates doubt as to whether the bidder intends all of the provisions to apply.

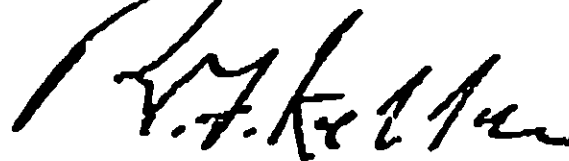
Browning-Ferris Industries of Virginia, Inc. (Browning-Ferris), the second low bidder under General Services Administration (GSA) solicitation 03C7071101 for trash removal services in the Arlington, Virginia, area, requests reconsideration of our decision in Armada, Inc., B-189409, February 27, 1978, 78-1 CPD 157. There we sustained the protest of the low bidder, Armada, Inc. (Armada). Armada had failed to return the entire solicitation package with its bid. Following a protest to GSA, the agency expressed its intention to award the contract to Browning-Ferris. Armada protested to this Office. We held that the failure to return the entire package did not render Armada's bid nonresponsive, and that award should be made to it as low bidder, if otherwise proper.

In its request for reconsideration, Browning-Ferris notes that the Armada submission omitted material portions of the IFB package (a provision authorizing the Government to use another supplier in the event of disagreement on price and the Department of Labor prevailing wage determination) which were not specifically referenced in the documents returned with Armada's bid.

We have never in our prior decisions required that the material provisions of the IFB be individually identified in the bid to consider it responsive. See, for example, 49 Comp. Gen. 538, 539 (1970), which involved GSA form 1467, the same form, and the same kind of reference utilized here. There the references to many of the material provisions were general only and could only be identified through an examination of the complete IFB. Nevertheless, we found the bid as submitted bound the bidder upon award to the performance called for in the solicitation. The same result is warranted here.

We recognize that in International Signal & Control Corp., 55 Comp. Gen. 894 (1976), 76-1 CPD 180, the bidder failed to return a table of contents page which listed all of the sections comprising the bid document. That solicitation used standard form 33 which includes language similar to the provisions of GSA form 1467 on which we relied in the decision now under reconsideration. However, in the cited case the specific provisions became significant because the low bid was accompanied by a cover letter which stated that the submission was "in complete response to subject solicitation." Given the circumstances, the statement could be interpreted to mean either that the submission was in total compliance with the IFB or that what was returned was as complete a response as the bidder intended to make. We did not intend nor do we believe International should be read as limiting the rule in 49 Comp. Gen. 538, supra. The discussion in International relating to the need for specifying the provisions incorporated by reference cannot be divorced from a consideration of the language of the cover letter.

Accordingly, the decision is affirmed.



Deputy Comptroller General
of the United States